

ARTICLE XIV
DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act, except as may be limited by Section 271(e)(2)(B) of the Act. If Requesting Carrier requests access to Ameritech's name, address and telephone information of its Customers for the provision of Directory Assistance service in conjunction with Telephone Exchange Service and Exchange **Service** provided by Requesting Carrier to Customers in Ameritech's exchanges in competition with Ameritech, the Parties shall enter into a separate Dialing Parity Directory Listings Agreement to specify the rates, terms and conditions of such access.

ARTICLE XV
DIRECTORY LISTINGS

15.1 Directory Listings For Requesting Carrier Resale Customers.
Ameritech shall cause the Publisher to include Primary Listings of Requesting Carrier's Resale Customers ("**Requesting Carrier Directory Customers**") in Publisher's White Pages Directories under the following terms and conditions:

15.1.1 Ameritech will publish Requesting Carrier Directory Customer's primary white page listing at no charge provided that the Requesting Carrier's Customer's listing **NPA/NXX** and service address falls within an identifiable Ameritech exchange.

15.1.2 Listings of such Requesting Carrier Directory Customers will be interfiled with listings of Customers of Ameritech and other **LECs** serving the same geographic area where such listings are included within a directory.

15.1.3 Ameritech or its Publisher must receive all Primary Listings of Requesting Carrier Directory Customers prior to the service order close date for the directory in which those listings are to appear.

15.1.4 Publisher may include in other directories published by Publisher or its Affiliate, at no charge, Primary Listings of Requesting Carrier Directory Customers that are provided to Ameritech or its Publisher.

15.1.5 Nothing in this Agreement shall restrict Ameritech or its Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories.

15.2 Listing and Listing Updates. Requesting Carrier will provide Requesting Carrier **Directory** Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

15.2.1 Requesting Carrier shall provide its Requesting Carrier Directory Customer Listings to Ameritech or its Publisher in a form and format acceptable to Ameritech or its Publisher. Requesting Carrier acknowledges that Ameritech or its Publisher may impose a charge for changes to Requesting **Carrier** Directory Customer Listings previously provided by Requesting Carrier to Ameritech or its Publisher.

15.2.2 Within one (1) Business Day of installation, disconnection or other change in service (**including** change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of a Requesting Carrier Directory Customer, Requesting Carrier shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Ameritech or its Publisher.

15.2.3 Requesting Carrier will cooperate with Ameritech or its Publisher to develop a cost-effective, mutually satisfactory, **mechanized** or electronic process for the provision of Requesting Carrier's Listing Updates to Ameritech. Mechanization will be completed by the earlier of (i) six (6) months **after** the Service Start Date or (ii) upon Requesting Carrier providing Ameritech two hundred (200) listing updates per day.

15.2.4 Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Requesting Carrier; provided, however, that Ameritech will not:

- (a) Disclose nonlisted name and address information to any **third** person, except as may be necessary to perform other services contemplated under this Agreement;
- (b) Disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) Sell or license such Customer listing information sorted by carrier; or
- (d) Disclose listing information for individual cases where Requesting Carrier has notified Ameritech not to include listing for third party publication.

15.2.5 Publisher may enter into a separate directory services agreement that provides for (i) directory listings and delivery of directories to facilities-based Customers of

Requesting Carrier, (ii) additional services to Requesting Carrier's Resale Customers, and/or (iii) other directory services to Requesting Carrier.

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND
RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224 OF THE ACT

16.1 Structure Availability.

16.1.1 Ameritech shall **make** available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along Ameritech's distribution network that are owned or controlled by Ameritech (individually and collectively, "**Structure**") for the placement of Requesting Carrier's wires, cables and related facilities (individually and collectively, "**Attachments**"). "**Rights-of-way**" means (i) a legal interest of Ameritech in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) Ameritech's owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings, or any like or similar equipment enclosures or locations, or the ducts or conduit **connecting** any of the foregoing to manholes or conduit runs between manholes. The availability of Ameritech Structure for Requesting Carrier's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent **with Section 16.18**, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which Ameritech owns and controls Structure or interests therein.

16.1.2 Ameritech will not make Structure available: (1) where, after **taking** all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment **cannot** be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of **this Article XVI**, "**Insufficient Capacity**" means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon **Insufficient** Capacity, Ameritech will, in good faith, explore potential accommodations with Requesting Carrier. If Ameritech denies a request **by** Requesting Carrier for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, Ameritech will provide Requesting Carrier a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

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16.2 Franchises, Permits and Consents. Requesting Carrier shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the Ameritech Structure it uses. Requesting Carrier shall indemnify Ameritech against loss directly resulting from any actual lack of Requesting Carrier's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

16.3 Access and Modifications. Where necessary to accommodate a request for access of Requesting Carrier, and provided Ameritech has not denied access as described in **Section 16.1.2**, or because Ameritech may not lawfully make the Structure available, Ameritech will, as set forth below, modify its Structure in order to accommodate the Attachments of Requesting Carrier. Upon request, Ameritech may permit Requesting Carrier to conduct Field Survey Work **and Make** Ready Work itself or through Ameritech-approved contractors in circumstances where Ameritech is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a "modification" shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, **adding** new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification.")

16.3.1 Before commencing the work necessary to provide such additional capacity, Ameritech will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, Ameritech shall include in a modification to accommodate Requesting Carrier's Attachment(s) those modifications required to accommodate other attaching parties, including Ameritech, that desire to modify their Attachments.

16.3.2 If Requesting Carrier requests access to an Ameritech Right-of-way where Ameritech has no existing Structure, Ameritech shall not be required to construct new poles, conduits or ducts, or to bury cable for Requesting Carrier but will be required to make the **Right-of-way** available to Requesting Carrier to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if Ameritech desires to extend its own Attachments, Ameritech will construct Structure to accommodate Requesting Carrier's Attachments.

16.3.3 The costs of modifying a Structure to accommodate Requesting Carrier's request, an existing or prospective attaching **party's** request, or the needs of Ameritech, shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including Ameritech, with a pre-existing Attachment to the Structure to be modified to accommodate Requesting Carrier shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including Ameritech, uses the

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modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party, including Ameritech, with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of **rearranging** or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party, including Requesting Carrier. If an attaching party, including Ameritech, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

16.3.4 All modifications to Ameritech's Structure will be owned by Ameritech. Requesting Carrier and other parties, including Ameritech, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

16.4 Installation and Maintenance Responsibility. Requesting Carrier shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to **conflict** with the use of the Structure by Ameritech or by other attaching parties. Work performed by Requesting Carrier on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade. Ameritech will specify the location on the Structure where Requesting Carrier's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. Requesting Carrier shall construct each Attachment in conformance with the permit issued by Ameritech for such Attachment. Other than routine maintenance and service wire Attachments, Requesting Carrier shall not modify, supplement or rearrange any Attachment without **first** obtaining a permit therefor. Requesting Carrier shall provide Ameritech with notice before entering any Structure for construction or maintenance purposes.

16.5 Installation and Maintenance Standards. Requesting Carrier's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, **Belcore** Construction Practices, the FCC, the Commission, the Occupational Safety & Health Act and the valid and **lawful** rules, requirements and specifications of any other **governing** authority having jurisdiction over the subject matter.

16.6 Implementation Team. The Implementation Team shall develop cooperative procedures for implementing **the terms of this Article XVI** and to set out such procedures in the Implementation Plan.

16.7 Access Requests. Any request by Requesting Carrier for access to Ameritech's Structure shall be in writing and submitted to Ameritech's Structure Access Center. Ameritech

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may prescribe a reasonable process for orderly administration of such requests. Each Requesting Carrier's Attachment to **Ameritech's** Structure shall be pursuant to a permit issued by Ameritech for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure. Requesting Carrier shall provide Ameritech with notice before entering any Ameritech Structure.

16.8 Unused Space. Except for maintenance ducts as provided in **Section 16.9** and ducts required to be reserved for use by municipalities, all **useable** but unused space on Structure owned or controlled by Ameritech shall be available for the Attachments of Requesting Carrier, Ameritech or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. Requesting Carrier may not reserve space on Ameritech Structure for its future needs. Ameritech shall not reserve space on Ameritech Structure for the future need of Ameritech nor permit any other person to reserve such space. Notwithstanding the foregoing, Requesting Carrier may provide Ameritech with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an **annual** basis.

16.9 Maintenance Ducts. If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to Requesting Carrier for maintenance purposes if it has a corresponding Attachment.

16.10 Applicability. The provisions of this Agreement shall apply to all Ameritech Structure now occupied by Requesting Carrier.

16.11 Other Arrangements. Requesting Carrier's use of Ameritech Structure is subject to any valid, lawful and nondiscriminatory arrangements Ameritech may now or hereafter have with others pertaining to the Structure.

16.12 Cost of Certain Modifications. If Ameritech is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of **its** conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. However, if such alteration is required solely due to Ameritech's negligence in originally installing the Structure, Ameritech shall be responsible for Requesting Carrier's expenses. If a move of Requesting Carrier's Attachment is required by Ameritech or another attaching party, Requesting Carrier shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If Requesting Carrier fails to move its Attachment within the foregoing period, Requesting Carrier authorizes Ameritech to move such Attachment.

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16.13 Maps and Records. Ameritech will provide Requesting Carrier, at Requesting Carrier's request and expense, with access to maps, records and additional information relating to its Structure within the three frames described in the then current Structure Access Guidelines; provided that Ameritech may redact any Proprietary Information (of Ameritech or third parties) contained or reflected in **any** such maps, records or additional information before providing access to such information to Requesting Carrier. Ameritech does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by Requesting Carrier and such materials may not be resold, licensed or distributed to **any** other person.

16.14 Occupancy Permit. Requesting Carrier occupancy of Structure shall be pursuant to a permit issued by Ameritech for each requested Attachment. Any such permit shall terminate (a) if Requesting Carrier's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, **(b)** if Requesting Carrier has not placed **and** put into **service** its Attachments within one hundred eighty (180) days **from** the date **Ameritech** has notified Requesting Carrier that such Structure is available for Requesting Carrier's Attachments, (c) if Requesting Carrier ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if Requesting Carrier fails to comply with a material term or condition of this **Article XVI** and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from Ameritech or (e) if Ameritech ceases to have the right or authority to maintain its Structure, or any **part** thereof, to which Requesting Carrier has Attachments. If Ameritech ceases to have the right or authority to maintain its Structure, or any **part** thereof, to which Requesting Carrier has Attachments, Ameritech shall (i) provide Requesting Carrier notice within ten (10) Business Days after Ameritech has knowledge of such fact and (ii) not require Requesting Carrier to remove its Attachments from such Structure prior to Ameritech's removal of its own attachments. Ameritech will provide Requesting Carrier with at least sixty (60) days' written notice prior to (x) terminating a permit for an Attachment, terminating service to a Requesting Carrier Attachment, or removal of an Attachment, in each case for a breach of the provisions of this **Article XVI**, (y) any increase in the rates for Attachments to Ameritech's Structure permitted by the terms of this Agreement, or (z) any modification to Ameritech's Structure to which Requesting Carrier has an Attachment, other than a modification associated with routine **maintenance** or as a result of an emergency. If Requesting Carrier surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments **from** the Structure within one hundred eighty (180) days after the event requiring Requesting Carrier to so surrender such permit, Ameritech shall remove Requesting Carrier's Attachments at Requesting **Carrier's** expense. If Ameritech discovers that Requesting Carrier has placed an Attachment on Ameritech's Structure without a valid permit, Ameritech shall notify Requesting Carrier of the existence of such unauthorized Attachment and Requesting Carrier shall pay to Ameritech within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for such unauthorized Attachment. If Requesting Carrier fails to pay the unauthorized Attachment fee within the foregoing period, Ameritech shall have the right to

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remove such unauthorized Attachment from Ameritech's Structure at Requesting Carrier's expense.

16.15 Inspections. Ameritech may make periodic inspections of any part of the Attachments of Requesting Carrier located on Ameritech Structure. Requesting Carrier shall reimburse Ameritech for the costs (as defined in Section 252(d) of the Act) of such inspections. Where reasonably practicable to do so, Ameritech shall provide prior written notice to Requesting Carrier of such inspections.

16.16 Damage to Attachments. Both Requesting Carrier and Ameritech will exercise precautions to avoid damaging the Attachments of the other or to any Ameritech Structure to which Requesting Carrier obtains access hereunder. Subject to the limitations in Article XXV, the Party damaging the Attachments of the other Party shall be responsible to such other Party therefor.

16.17 Charges. Ameritech's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, the initial charges applicable to Structure hereunder shall be as set forth at Item VIII of the Pricing Schedule. Ameritech reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, Ameritech reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "extraordinary Attachment" is any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from Requesting Carrier for map preparation, field surveys and Make-Ready Work.

16.18 Nondiscrimination. Except as otherwise permitted by Applicable Law, access to Ameritech-owned or -controlled Structure under this Article XVI shall be provided to Requesting Carrier on a basis that is nondiscriminatory to that which Ameritech provides its Structure to itself, its Affiliates, Customers, or any other person.

16.19 Interconnection.

16.19.1 Upon request by Requesting Carrier, Ameritech will permit the interconnection of ducts or conduits owned by Requesting Carrier in Ameritech manholes. However, such interconnection in Ameritech manholes will not be permitted where modification of Ameritech's Structure to accommodate Requesting Carrier's request for interconnection is possible. Core Boring will be allowed in accordance with the Structure Access Center.

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16.19.2 Except where required herein, requests by Requesting Carrier for interconnection of Requesting Carrier's Attachments in or on Ameritech Structure with the Attachments of other attaching parties in or on Ameritech Structure will be considered on a **case-by-case** basis and permitted or denied based on the applicable standards set forth in this **Article XVI** for reasons of Insufficient Capacity, safety, reliability and engineering. Ameritech will provide a written response to Requesting Carrier's request within forty-five (45) days of Ameritech's receipt of such request.

16.19.3 Requesting Carrier shall be responsible for the costs to accommodate any interconnection pursuant to this **Section 16.19**.

16.20 Cost Imputation. Ameritech will impute costs consistent with the rules under Section 224(g) of the Act.

16.21 Structure Access Center. Requests for access to Ameritech Structure shall be made through Ameritech's Structure Access Center, which shall be Requesting Carrier's single point of contact for all matters relating to Requesting Carrier's access to Ameritech's Structure. The Structure Access Center shall be responsible for processing requests for access to Ameritech's Structure, administration of the process of delivery of access to Ameritech's Structure and for all other matters relating to access to Ameritech's Structure.

16.22 State Regulation. The terms and conditions in this **Article XVI** shall be modified through negotiation between the Parties to comply with ~~the~~ regulations of the state in which Ameritech owns or controls Structure to which Requesting Carrier seeks access if such state meets the requirements of Section 224(c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224(c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this **Article XVI** are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provision herein inconsistent therewith.

16.23 Abandonments, Sales or Dispositions. Ameritech shall **notify** Requesting Carrier of the proposed abandonment, sale, or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, Ameritech shall condition the sale or other disposition to include and incorporate the rights granted to Requesting Carrier hereunder.

ARTICLE XVII REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from Ameritech to Requesting Carrier, or from Requesting Carrier to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement

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(“Referral Announcement”) on the abandoned telephone number which provides details on the Customer’s new number. Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the first Party’s tariff(s). However, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

ARTICLE XVIII IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN

18.1 Implementation Team. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties’ provision of Telecommunications Services to their respective Customers. Accordingly, **the Parties agree to form a team (the “Implementation Team”)** which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary for the provision of the services and the specific implementation of each Party’s obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, its representative on the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a **specific** task, matter or subject. Each Party may replace its representative on the Implementation Team by delivering written notice thereof to the other Party.

18.2 Interconnection Maintenance and Administration Plan. Within ninety (90) days after the Effective Date, or, as agreed upon by the Parties, by the date which is not less than sixty (60) days prior to the first Interconnection Activation Date hereunder, Requesting Carrier and Ameritech shall have jointly developed a plan (**the “Plan”**) which shall define and detail:

- (a) standards to ensure that **the** Interconnection circuit switched trunk groups provided for herein experience a grade of service, availability and quality in accordance with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in **Section 3.6**;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in **Article III** and the trunk groups specified in **Articles IV** and **V**, including standards and procedures for notification and discoveries of trunk disconnects;

- (c) disaster recovery and escalation provisions; and
- (d) such other matters as the Parties may agree.

18.3 Implementation Plan. Within ninety (90) days after the Approval Date, or such other date as agreed upon by the Parties, the Implementation Team shall reach agreements on items to be included in an operations manual (the “**Implementation Plan**”), which shall include (i) processes and procedures to implement the terms and conditions set forth herein, (ii) documentation of the various items described in this Agreement which are to be included in the Implementation Plan, including the following matters, and (iii) any other matters agreed upon by the Implementation Team:

- (1) A Plan as provided in **Section 18.2**;
- (2) Access to all necessary OSS functions, including interfaces and gateways;
- (3) Escalation procedures for ordering, provisioning and maintenance;
- (4) Single points of contact for ordering, provisioning and maintenance;
- (5) Service ordering, provisioning and maintenance procedures, including provision of the trunks and facilities;
- (6) Procedures and processes for Directories and Directory Listings;
- (7) Training and the charges associated therewith,
- (8) Billing procedures; and
- (9) Guidelines for administering access to Ameritech’s Structure.

18.4 Action of Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

18.5 Further Coordination and Performance. Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Parties shall discuss their respective **performance** under this Agreement. At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties’ provisioning of the products and

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services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved, (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

18.6 Operational Review. Representatives of Requesting Carrier and Ameritech will meet on a quarterly basis, beginning with the end of the first complete quarter following the date on which the Parties first provision services under this Agreement, to determine that the service cycle of pre-ordering, ordering, provisioning, maintenance and billing categories are addressed, including the following:

- (a) Interfaces and processes are operational and, consistent with the forecast provided under Section 19.5.2, the orders of Requesting Carrier Customers for Resale Services are successfully completed;
- (b) When applicable, interfaces and processes are operational and, consistent with the forecast provided under Section 19.52, the orders for unbundled Loops are successfully completed;
- (c) Review of all agreed-upon performance standards; and
- (d) Requesting Carrier's use of all functions available from the Provisioning EI and Maintenance EI.

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Compliance with Implementation Schedule. Each of Ameritech and Requesting Carrier shall use its best efforts to comply with the Implementation Schedule set forth on Schedule 2.1.

19.2 Compliance with Applicable Law. Each Party shall comply at its own expense with **all** applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees (collectively, "**Applicable Law**") that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or **permitting** either Party to contravene any mandatory requirement of Applicable Law.

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19.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other parties that may be required in connection with the **performance** of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19.4 Environmental Hazards. Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. “**Hazardous Substances**” includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or **pollutant** or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

19.5 Forecasting Requirements.

19.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Thirty (30) days after the Effective Date and each month during **the** term of this Agreement, each **Party** shall provide the other **Party** with a rolling, six (6) calendar-month, nonbinding forecast of its traffic and/or volume requirements for all products and services provided under this Agreement, including Interconnection, unbundled Network Elements, Collocation space, Number Portability and Resale Services, in the form and in such detail as requested by Ameritech but which shall not burden Requesting Carrier administratively. If a Party becomes aware of any information or fact that may render its previously submitted forecast inaccurate by more than five percent (**5%**), such Party agrees to immediately notify the other Party of such fact or information and provide to such other **Party** a revised forecast that reflects such new fact or information and cures any inaccuracy in the previously submitted forecast within the earlier of (i) five (5) calendar days after such Party becomes aware of such information or fact and (ii) ten (10) Business Days before such Party submits any order to the other Party as a result of such new **information** or fact. In addition, each Party agrees to cooperate with the other Party to ensure that any orders that are submitted as a result of any new information or fact are submitted and processed consistent with the terms and conditions of this Agreement. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under **this Section 19.5.2** shall be deemed “**Proprietary Information**” under **Article XX**.

19.5.3 In addition to, and not in lieu of, the nonbinding forecasts required by **Section 19.5.2**, a Party that is entitled pursuant to this Agreement to receive a forecast (the “**Forecast Recipient**”) with respect to **traffic** and/or volume requirements for the products and

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services provided under this Agreement, **including** Interconnection, unbundled Network Elements, Collocation space, Number Portability and Resale **Services**, may request that the other Party that is required to provide a Forecast under this Agreement (the “Forecast Provider”) establish a forecast (a “**Binding Forecast**”) that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to **perform under** a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.53 shall be deemed “**Proprietary Information**” under Article XX.

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing **traffic** from the other Party’s network and for delivering such **traffic** to the other Party’s network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.5.1, 19.5.2 and, if applicable, 19.5.3. The Parties are each solely responsible for participation in and compliance with national network **plans**, including The National Network Security Plan and The Emergency Preparedness Plan.

19.7 Traffic Management and Network Harm.

19.7.1 Each Party may use protective network traffic management controls, such as 7-digit and IO-digit code gaps on traffic toward the other Party’s network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

19.7.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

19.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

19.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person’s Telecommunications Service, prevents

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any person **from** using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either **Party's** personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

19.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party's expense **all** insurance required by Applicable Law, general liability insurance in the amount of at least **\$10,000,000** and worker's compensation insurance. Upon request **from** the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

19.10 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

19.11 Responsibility to Customers. Each Party is solely responsible to its Customers for the services it provides to such Customers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary trunks, facilities or services.

19.13 Cooperation. The Parties shall work cooperatively to minimize fraud associated with third-number billed **calls**, calling card calls, and any other services related to this Agreement.

19.14 LERG Use. Each Party shall use the LERG published by **Bellcore** or its successor for obtaining routing information and shall provide all required information to **Bellcore** for maintaining the LERG in a timely manner.

19.15 Switch Programming. Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly **defined** in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

19.16 Transport Facilities. Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

ARTICLE XX PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 "Proprietary Information" means:

- (a) all proprietary or confidential information of a Party (a "**Disclosing Party**") including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, **system** interfaces, computer programs and other software and documentation that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's Affiliates (individually and collectively, a "**Receiving Party**") pursuant to this Agreement and, if written, is marked "Confidential" or "Proprietary" or by other similar notice or if oral or visual, is either identified as "Confidential" or "Proprietary" at ~~the~~ time of disclosure or is summarized in a writing so identified and delivered to the Receiving Party within ten (10) days of such disclosure; and
- (b) any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "**Derivative Information**").

20.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as "confidential," "**proprietary**," or other similar designation. The Parties agree that the designation in writing by the Disclosing **Party** that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable.

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20.1.3 Notwithstanding the requirements of this **Article XX**, **all** information relating to the Customers of a Party, including information that would constitute Customer **Proprietary** Network Information of a **Party** pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed **“Proprietary Information.”**

20.2 Disclosure and Use.

20.2.1 Each Receiving Party agrees that from and after the Effective Date:

- (a) all Proprietary Information communicated, whether before, on or after the Effective Date, to it or any of its contractors, consultants or agents (**“Representatives”**) in connection **with** this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided that such Receiving Party or Representative shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) **it** will not, and it will not permit any of its employees, Affiliates or Representatives to disclose such Proprietary Information to any third person;
- (c) it will disclose Proprietary Information only to those of its employees, Affiliates and Representatives who have a need for it in **connection** with the use or provision of services required to fulfill this Agreement; and
- (d) it will, and will cause each of its employees, Affiliates and Representatives to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to its Representatives who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any Representative, such **Party** shall notify such Representative of such person's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be responsible for any breach of this Agreement by any of its Representatives and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its Representatives from any prohibited or unauthorized disclosure or use of the **Proprietary Information**. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material

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respect. A Disclosing Party shall not disclose Proprietary Information directly to a Representative of the Receiving Party without the prior written authorization of the Receiving Party.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any **form** except to the extent (i) necessary to comply with the provisions of **Section 20.3** and (ii) reasonably necessary to perform its obligations **under** this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

20.2.4 This **Section 20.2** shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;
- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or **indirect** access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by Applicable Law; provided that such production or disclosure shall have been made in accordance **with** **Section 20.3**.

20.3 Government Disclosure.

20.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing **Party** with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

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20.3.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide **the Disclosing** Party with **written** notice of such **requirement** as **soon** as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance **with this Section 20.3** with respect to all or part of such requirement.

20.3.3 The Receiving Party shall use all commercially **reasonable** efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses **to seek pursuant to this Section 20.3**. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.4 Ownership.

20.4.1 All **Proprietary Information**, other than **Derivative Information**, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such **Proprietary Information** shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such **Proprietary** Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.4.2 At the request of the Disclosing Party, any **Derivative Information** shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required **from** time to time by Applicable Law (in which case the use and disclosure of such **Derivative Information** will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.4.3 The Receiving Party may at any time either return the **Proprietary Information** to the Disclosing Party or destroy such **Proprietary Information**. If the Receiving Party elects to destroy **Proprietary Information**, all copies of such information shall be destroyed and upon the **written** request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party **written** certification of such destruction. The destruction or return of **Proprietary Information** shall not relieve any Receiving Party of its obligation to treat such **Proprietary Information** in the manner required by this Agreement.

**ARTICLE XXI
TERM AND TERMINATION**

21.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until December 21, 2002 (the **“Initial Term”**). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a **“Renewal Term”**; **“Renewal Term”** and **“Initial Term”** sometimes collectively referred to herein as **the “Term”**) unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.

21.2 Renegotiation of Certain Terms. Notwithstanding anything to the contrary in Section 21.1, upon delivery of ~~written~~ notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of any or all of the rates, prices, charges, **terms**, and conditions of the products and services described in this Agreement, with such resulting rates, prices, charges, terms and conditions to be effective upon expiration of the Term. Upon receipt of notice, each Party shall have a good faith obligation to engage in such negotiations. If the Parties are unable to satisfactorily negotiate such new rates, prices., charges and **terms** within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If prior to the expiration of the Term, the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions, or the Commission has not issued its order to establish such provisions, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to the expiration date of such Term.

21.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement (**“Defaulting Party”**), it shall provide written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 27.3 and it shall be resolved in accordance with the procedures established in Section 27.3.

21.4 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for ~~all~~ services ~~performed~~ and expenses accrued or incurred prior to such expiration or termination.

**ARTICLE XXII
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

**ARTICLE XXIII
SEVERABILITY**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

**ARTICLE XXIV
INDEMNIFICATION**

24.1 General Indemnity Rights, A Party (the “**Indemnifying Party**”) shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the “**Indemnified Party**”) and hold such Indemnified Party harmless against

- (a) any Loss to a third person arising out of the negligent acts or omissions, or willful misconduct (“**Fault**”) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

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- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or **suits ("Claims")** for libel, slander, invasion of privacy, or **infringement** of Intellectual Property rights arising from the **Indemnifying Party's** own communications or the communications of such Indemnifying Party's Customers;
- (c) any Loss arising from Claims for actual or alleged infringement of any **Intellectual** Property right of a third person to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnifying Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification: and
- (d) any and **all** penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("**CALEA**") and, at the sole cost and expense of the Indemnifying Party, any amounts **necessary** to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

24.2 Limitation on Liquidated Damages. Notwithstanding anything to the contrary contained herein, in no event shall an Indemnifying Party have an obligation to indemnify, defend, hold the Indemnified **Party** harmless or reimburse the Indemnified Party or its Customers for any Loss arising out of a Claim for liquidated damages asserted against such Indemnified **Party**.

24.3 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Article XXIV, the relevant **Indemnified** Party, as appropriate, **shall** promptly notify the Indemnifying Party and request the **Indemnifying** Party to defend the same. Failure to so notify the **Indemnifying** Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The **Indemnifying** Party **shall** have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnified **Party** of acceptance of the defense of such Claim and the identity of counsel

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selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for **any** settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound **by** the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the **Indemnifying** Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in **Article XX**.

ARTICLE XXV LIMITATION OF LIABILITY

25.1 Limited Responsibility. A Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained **by** such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party **shall** be liable for any act or omission of another Telecommunications Carrier (other than an **Affiliate**) providing a portion of a service nor shall Ameritech be responsible for Requesting Carrier or Requesting Carrier's Customer's integration of service components.

25.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and **its** obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's **Affiliates**, agents, contractors or other persons acting in concert with it.

25.3 Limitation of Damages. Except for indemnity obligations under Article XXIV, a Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount properly charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed. Notwithstanding the foregoing, in cases involving any Claim for a Loss associated with the installation, provision, termination, maintenance, repair or restoration of an individual Network Element or a Resale Service provided for a specific Customer of the other Party, the negligent or breaching Party's liability shall be limited to the greater of: (i) the total amount properly charged to the other Party for the service or function not performed or improperly performed and (ii) the amount such negligent or breaching Party would have been liable to its Customer if the comparable retail service was provided directly to its Customer.

25.4 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customers or third parties that relate to any service, product or function provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the applicable person for the service, product or **function** that gave rise to such Loss and (ii) any Consequential Damages (as defined in Section 25.5). To the extent a Party elects not to place in its tariffs or contracts such **limitation(s)** of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the **first** Party included in its tariffs and contracts the limitation(s) of liability described in **this Section 25.4**.

25.5 Consequential Damages. In no event shall a Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "**Consequential Damages**"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, **costs**, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of **such third person**.

25.6 Remedies. Except as expressly provided herein, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

**ARTICLE XXVI
BILLING**

26.1 Billing. Each Party will bill all applicable charges, at the rates set forth herein in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance **with this Article XXVI** and the Implementation Plan.

26.2 Recording. To the extent technically feasible, the Parties shall record call detail information associated with calls originated or terminated to the other Party as specifically required herein.

26.3 Payment of Charges. Subject to the terms of this Agreement, Requesting Carrier and Ameritech will pay each other within thirty (30) calendar days from the date of an invoice (the **"Bill Due Date"**). If the Bill Due Date is on a day other than a Business Day, payment will be made on the next Business Day. Payments shall be made in U.S. Dollars via electronic funds transfer to the other Party's bank account. By February 28, 2000, the Parties shall provide each other the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days' written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party's bank. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

26.4 Late Payment Charges. If either Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by either Party after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge shall be assessed. Past Due amounts shall accrue interest **as provided in Section 26.6**. Any late payment charges assessed on Disputed Amounts shall be paid or credited, as the case may be, as provided in **Section 27.2.2**. In no event, however, shall interest be assessed on any previously assessed late payment charges.

26.5 Adjustments.

26.5.1 A Party shall promptly reimburse or credit the other Party for any charges that should not have been billed to the other Party as provided in this Agreement. Such reimbursements shall be set forth in the appropriate section of the invoice.

26.5.2 A Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other

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Party ("**Underbilled Charges**") provided, however, that, except as provided in **Article XXVII**, the Billing Party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

26.6 Interest on Unpaid Amounts. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily **from** the number of days **from** the Bill Due Date to and including the date that payment is actually made and available.

ARTICLE XXVII AUDIT RIGHTS, DISPUTED AMOUNTS AND DISPUTE RESOLUTION

27.1 Audit Rights.

27.1.1 Subject to the restrictions set forth in **Article XX** and except as may be otherwise specifically provided in this Agreement, a Party ("**Auditing Party**") may audit the other Party's ("**Audited Party**") books, records, data and other documents, as provided herein, once annually (commencing on the Service Start Date) for the purpose of evaluating the accuracy of Audited Party's billing and invoicing of the services provided hereunder. The **scope** of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the Service Start Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party **receives** a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit. Such audit shall be conducted by an independent auditor acceptable to both Parties. The Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit Audited Party's books, records and documents more than once **annually** if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

27.1.2 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide

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the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's bills. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the independent auditor. Audited Party may redact from the books, records and other documents provided to the independent auditor any confidential Audited Party information that reveals the identity of other Customers of Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

27.1.3 If any audit **confirms** any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first **full** billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or failure to act by the Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (**1½%**) percent per month and (y) the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be. Notwithstanding the foregoing, Requesting Carrier shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by Ameritech to Requesting Carrier within ten (10) months of the date such usage was incurred.

27.1.4 Audits shall be at Auditing Party's expense, subject to reimbursement by Audited Party in the event that an audit finds, and the Parties subsequently verify, adjustment in the charges or in any invoice paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the audited services during the period covered by the audit.

27.1.5 Any disputes concerning audit results shall be referred to the Parties' respective responsible personnel for informal resolution. If these individuals **cannot** resolve the dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in **Section 27.1.1**. Any additional audit shall be at the requesting Party's expense.

27.2 Disputed Amounts.

27.2.1 If any portion of an amount due to a Party (the **"Billing Party"**) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall, prior to the Bill Due Date, give written notice to the Billing Party

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of the amounts it disputes (“**Disputed Amounts**”) and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a third **party** escrow agent mutually agreed upon by the Parties. **Notwithstanding** the foregoing, except as provided in Section 27.1, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

27.2.2 Disputed Amounts in escrow shall be subject to interest charges as set forth in Section 26.4. If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, (i) the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable interest charges assessed no later than the **second** Bill Due Date after the resolution of the Dispute and (ii) the **escrowed** Disputed Amounts shall be released to the Non-Paying Party, together with any accrued interest thereon. Accordingly, if a Non-Paying Party disputes charges and the dispute regarding the Disputed Amounts is resolved in favor of the Billing Party, (x) the **escrowed** Disputed Amounts and any accrued interest thereon shall be released to the Billing Party and (y) the Non-Paying Party shall no later than the second Bill Due Date after the resolution of the dispute regarding the Disputed Amounts pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of interest charges such Billing Party is entitled pursuant to Section 26.6. In no event, however, shall any interest charges be assessed on any previously assessed interest charges.

27.2.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Disputed **Amounts** and who is at a higher level of management than the persons with **direct** responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Disputed Amounts and negotiate in good faith in an effort to resolve such Disputed Amounts. The **specific** format for such discussions will be **left** to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

27.2.4 If the Parties are unable to resolve issues related to the Disputed **Amounts** within thirty (30) days after the Parties’ appointment of designated representatives **pursuant** to Section 27.2.3, then either Party may **file** a complaint with the Commission to resolve such issues or proceed with any other remedy available to the Parties. The Commission or the FCC or a court of competent jurisdiction may direct payment of any or all Disputed Amounts (including

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any accrued interest) thereon or additional amounts awarded plus applicable late fees, to be paid to either Party.

27.25 The Parties agree that all negotiations pursuant to this **Section 27.2** shall remain confidential in accordance with **Article XX** and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

27.3 Failure to Pay Undisputed Amounts. Notwithstanding anything to the contrary contained herein if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill into an interest-bearing escrow account, (iii) give written notice to the Billing Party of the specific details and reasons for disputing amounts, (iv) pay any revised deposit or (v) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within **five (5) Business Days** of receipt, the Billing Party may exercise any, or all, of the following options:

- (a) assess a late payment charge and where appropriate, a dishonored check charge;
- (b) require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
- (c) refuse to accept new, or complete pending, orders; **and/or**
- (d) discontinue service.

Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of (i) any of the above options shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date and (ii) **subsections (c) and (d)** above shall exclude any affected order or service from any applicable performance interval or Performance Benchmark. Once disconnection has occurred, additional charges may **apply**.

27.4 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "**Dispute**") arising under this Agreement shall be resolved in accordance with the procedures set forth in this **Section 27.4**. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint within five (5) Business Days **after** a Party's receipt of such request a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for

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administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, either Party may seek any relief it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pending of a Dispute to disrupt service to any Requesting Carrier Customer or Ameritech Customer.

27.5 Equitable Relief. Notwithstanding the foregoing, this Article XXVII shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this Article XXVII.

ARTICLE XXVIII REGULATORY APPROVAL

28.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission pursuant to Section 252 of the Act. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided that such rejected portion shall not affect the validity of the remainder of this Agreement.

28.2 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order purporting to apply the provisions of the Act (individually and collectively, an "**Amendment to the Act**"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively **effective** as determined by the Commission and each Party reserves its rights and remedies with respect to the collection of such rates or charges; **including** the right to seek a surcharge before the applicable regulatory authority.

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28.3 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in **Section 28.2**) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

28.4 Interim Rates. If the rates, charges and prices set forth in this Agreement are “**interim** rates” established by the Commission or the FCC, the Parties agree to substitute such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

ARTICLE XXIX MISCELLANEOUS

29.1 Authorization.

29.1.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of and as agent for Ameritech Illinois.

29.1.2 Requesting Carrier is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Requesting Carrier represents and warrants to Ameritech that it has been or will be certified as an LEC by the Commission prior to submitting any orders hereunder and is or will be authorized to provide in the State of Illinois the services contemplated hereunder prior to submission of orders for such service.

29.2 Designation of Affiliate. Each Party may without the consent of the other Party **fulfill** its obligations under this Agreement by itself or may cause **its Affiliates to take some or** all of such actions to fulfill such obligations. Upon such designation, the **Affiliate** shall become a primary obligor hereunder with respect to the delegated matter, but such designation shall **not** relieve the designating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an **Affiliate** shall cause its **Affiliate** to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and warrants

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that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

29.3 Subcontracting. Either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; ~~provided, however,~~ that the Party subcontracting such obligation shall remain fully responsible for (i) the performance of such obligation, (ii) payments due its subcontractors and (iii) such subcontractors' **compliance** with the terms, conditions and restrictions of this Agreement.

29.4 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.5 Force Majeure. No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting **from** acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, **regulation**, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "**Force Majeure Event**") or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the **continuance** thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused **from** performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). **The affected** Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give timely notice and proceed to perform with dispatch once the causes are removed or cease.

29.6 Governing Law. Unless otherwise provided by Applicable Law, this Agreement shall be governed by the domestic laws of the State of Illinois without reference to conflict of law provisions.

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29.7 Taxes.

29.7.1 Each Party purchasimg services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, **gross** receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Patty is permitted to pass along to the purchasimg Party such taxes, fees or surcharges), except for any tax on either Party's wrporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

29.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own **expense**, and shall be entitled to the benefit of any **refund** or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such **contest** by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

29.8 Non-Assignment. (a) Requesting Carrier may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of Ameritech; provided that Requesting Carrier may assign or transfer this Agreement to its Affiliate by providing prior written notice to Ameritech of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including, the Affiliate's **obligation** to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, Requesting Carrier may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to an agreement with Ameritech under Sections **251/252** of the Act unless such Affiliate elects to terminate its existing agreement, subject **to** its terms. Any attempted assignment or transfer that is not permitted is void ab initio.

(b) As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under, or consented to by Ameritech **pursuant** to, this **Section 29.8**, Requesting Carrier agrees to reimburse Ameritech for any **costs** incurred by Ameritech to accommodate or recognize under this Agreement the successor to or assignee of Requesting Carrier, including any requested or required (i) modification by Ameritech to its Operations

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Support Systems, databases, methods and procedures and records (e.g., billing, inventory, interfaces and etc.) and (ii) **network/facilities** rearrangement. Ameritech shall have no obligation to proceed with such activities until the Parties agree upon the charges that apply to such activities.

29.9 Non-Waiver. No waiver of any provision of this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or wnsent is claimed. **Failure** of either Party to insist on performance. of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not **be** construed as a continuing or future waiver of such term, condition, right or privilege.

29.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shah be (a) delivered personally, **(b) delivered** by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), **(b)** or (c) of this Section 29.10, to the following addresses of the Parties:

To Requesting Carrier:

Pathnet
Vice President and General Counsel
Suite 500
1015 31st St., N.W.
Washington, DC 20007
Facsimile: 202-625-7369

with a copy to:

Pathnet
Vice President Access Policy / Planning
Suite 500
1015 **31st** St., N.W.
Washington, DC 20007
Facsimile: 202-625-7369

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To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Vice President • Sales/Local Exchange Carriers
Facsimile: (312) **467-9026**

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 5
Chicago, IL 60654
Attn.: Vice President and General Counsel
Facsimile: (312) 245-0254

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next Business Day when notice is sent via express mail or personal delivery, (iii) three (3) days **after** mailing in the case of **first** class or certified U.S. mail or (iv) on the date set forth on the **confirmation** in the case of facsimile.

29.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent, except as permitted by Applicable Law.

29.12 Nonexclusive Dealings. This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor does it obligate either Party to provide or purchase any services not specifically provided herein.

29.13 No Third Party Beneficiaries; Disclaimer of Agency. Except as may be specifically set forth in this Agreement, **this** Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party **beneficiary** rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

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29.14 No License. No license under patents, copyrights or any other Intellectual Property right (other than the limited license **to** use consistent with the terms, conditions and restrictions of ~~this~~ Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

29.15 Survival The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement **shall** survive the termination or expiration of this Agreement, including Articles XX, XXI, XXII, XXIV, and XXV, and Sections 3.9.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3.21.4.27.2.27.3, 29.7, 29.11, and 29.14.

29.16 **Scope of Agreement.** This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

29.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such **counterparts** shall together constitute one and the same instrument.

29.18 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any. This Agreement is the exclusive arrangement under which the Parties may purchase from each other the products **and** services described in Sections 251 and 271 of Act and, except as agreed upon in writing, neither Party shall be required to provide the other Party a product or service described in Sections 251 and 271 of the Act that is not specifically provided herein. Neither Party shall be bound by any terms additional to or different **from** those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only **be** modified by a writing signed by an **officer** of each Party.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

PATHNET

**AMERITECHINFORMATION
INDUSTRY SERVICES, A DIVISION
OF AMERITECH SERVICES, INC., ON
BEHALF OF AND AS AGENT FOR
AMERITECH ILLINOIS**

By: W. R. Smedberg II
Printed: William R. Smedberg II
Title: EVP Corporate Development

By: Ann Zaczek
Printed: Ann L. Zaczek
Title: VP - Finance

AGREEMENT TO ASSUME AMERITECH CONTRACTS

This Agreement to Assume Ameritech Contracts is delivered by **Pathnet**, a Delaware corporation with offices at 1015 31st Street, N.W., Suite 500, Washington D.C. 20007 (**"Requesting Carrier"**) to Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Illinois (**"Ameritech"**) pursuant to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of December 21, 1999 by and between the Parties (the **"Interconnection Agreement"**). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Interconnection Agreement.

With the submission by Requesting Carrier to Ameritech of any Service Order by which Requesting Carrier is assuming a contract for a Telecommunications Service that Ameritech provides to its Customer (e.g., Optional Calling Plans, **Centrex** Lines, Private Lines, **ICBs**, etc.), Requesting Carrier agrees to purchase for resale to the same Customer the Telecommunications Services described in each such contract, subject to the terms and conditions of such contract, including, any termination liability.

Requesting Carrier represents and warrants to Ameritech that, prior to submission of any Service Order for a Telecommunication Service available under an assumed contract, each existing retail contract between Ameritech and the Customer will have been assigned in writing to Requesting Carrier by the Customer in accordance with the provisions of such retail contract. Requesting Carrier agrees to defend, indemnify and hold Ameritech harmless from any and all Losses from any Claim by a third party, including a Customer, arising or relating to the assignment of the contract to Requesting Carrier.

ACCEPTED AND AGREED:

PATHNET

Signature: 63 R. Smullen, Jr.
Date: _____

SCHEDULE 1.2

DEFINITIONS

“800” means 800, 888 and any other toll-free NPA established by the FCC.

“9-1-1” means the services described in Section 3.9.

“9-1-1 Control Office Software Enhancement Connection Charge” is as defined in Section 3.9.2(e).

“Access Toll Connecting Trunks” is as defined in Section 5.1.

“Act” means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act **within** its state of jurisdiction.

“ADSL” or **“Asymmetrical Digital Subscriber Line”** means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

“Advanced Intelligent Network” or **“AIN”** is a network functionality that permits specific conditions to be programmed into a switch which, when met, direct the switch to suspend call processing and to receive special instructions for further call handling instructions **in** order to enable carriers to offer advanced features and services.

“Affiliate” is As Defined in the Act.

“AMA” means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by **Bellcore** as GR-I 100-CORE which defines the industry standard for message recording.

“Applicable Law” is as defined in Section 19.2.

“Approval Date” is the earlier of the date on which (i) the Commission approves this Agreement under Section 252(e) of the Act and (ii) absent such Commission approval, the Agreement is deemed approved under Section 252(e)(4) of the Act.

“As Defined in the Act” means as specifically **defined** by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

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“As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“Automatic Location Identification” or “ALI” means a feature by which the service address associated with the calling party’s listed telephone number identified by **ANI** as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s, including secondary locations and off-premise extensions will be identified with the service address of the calling party’s listed number.

“Automatic Number Identification” or “ANI” means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to 9-1-1 and **E9-1-1**, **“ANI”** means a feature by which the calling party’s telephone number is automatically forwarded to the **E9-1-1** Control Office and to the PSAP display and transfer office.

“Automatic Route Selection” or “ARS” means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

“Bellcore” means Telecordia.

“Binding Forecast” is as defined in Section 19.5.3.

“Blocking of Caller ID” means service in which a Customer may prevent the disclosure of the calling telephone number and name on calls made to an Exchange Service equipped with Called ID.

“BLV/BLVI Traffic” means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer’s Telephone Exchange Service line.

“Bona Fide Request” means the process described on Schedule 2.2.

“Business Day” means a day on which banking institutions are required to be open for business in Chicago, Illinois.

“CABS” means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by **Bellcore** in Volumes 1, **1A**, 2, 3, **3A**, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873,

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SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

“Calling Party Number” or **“CPN”** is a Common Channel Interoffice Signaling (**“CCIS”**) parameter which refers to the number transmitted through a network identifying the calling party.

“Carrier of Record” is as defined in Section 10.11.3.

WCS” means one hundred (100) call seconds,

“Central Office” means a **building** or space **within** a building (other than a remote switch) where transmission facilities and/or circuits are connected or switched.

“Central Office Switch” means a switch used to provide Telecommunications Services, including:

(a) **“End Office Switches,”** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) **Tandem Office Switches,”** or **“Tandems,”** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Of&e/Tandem Office Switch.

“Centrex” means a Telecommunications Service associated with a specific grouping of lines that uses Central **Office switching** equipment for call routing to handle **direct** dialing of calls and to provide many private branch exchange-like features.

“CLASS Features” means certain CCIS-based **features** available to Customers including: Automatic Call **Back**; Caller **Identification** and related blocking features; Distinctive Ringing/Call Waiting; Selective Call **Forward**; and Selective Call Rejection.

“COBO” is as defined in Section 12.12.2(b).

“Collo Order” is as defined in Section 12.12.1.

“Co110 Proposal” is as defined in Schedule 12.12, Section 2.1.

“Collo Response” is as defined in Section 12.12.1.

“Collocation” is As Described in the Act.

“Commercial Mobile Radio Service” or “CMRS” is As Defined in the Act.

“Commission” means the Illinois Commerce Commission.

“Common Channel interoffice Signaling” or “CCIS” means the signaling system, developed for **use** between switching systems with stored-program control, **in** which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data **link** rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be **SS7**.

“Consequential Damages” is as defined in **Section 25.5**.

“Contract Month” means a calendar month (or portion thereof) during the term of this Agreement. Contract Month **1** shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

“Contract Services” is as defined in **Section 10.1.2**.

“Contract Year” means a twelve **(12)-month** period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

“Control Office” means the Central Office providing Tandem Switching Capability for **E9-1-1** calls. The Control **Office** controls switching of **ANI** information to the **PSAP** and also provides the Selective **Routing** feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

“Cross-Connect” or “Cross Connection” means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the collocated Party’s equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities (i.e.. **frame**) of the other Party which provides such Collocation.

“Customer” means a third-party end user that subscribes to Telecommunications Services provided at retail by either of the Parties.

“Customer Listing(s)” means a list containing the names, **the** telephone numbers, addresses and zip codes of Customers within a **defined** geographical area, except to the extent such Customers have requested not to be listed in a directory.

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“Customer Name and Address Information” or **“CNA”** means the name, service address and telephone numbers of a Party’s Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

“Customer Proprietary Network Information” is As Defined in the Act.

“Customer Usage Data” is as defined in **Section 10.16.1**.

“Data Management System” or **“DMS”** means a system of **manual** procedures and computer processes used to create, store and update the data required to provide the Selective Routing (**“SR”**) and **ALI** features.

“Delaying Event” means (a) any **failure** of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including, specifically, a Party’s failure to provide the other Party with accurate and complete Service Orders), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

“Delivery Date” is as defined in **Sections 12.12.2(b) and 12.12.3(c)**.

“Derivative Information” is as defined in **Section 20.1.1(b)**.

“Dialing Parity” is As Defined in the Act.

“Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

“Digital Signal Level 0” or **“DS0”** means the 64 Kbps **zero-level** signal in the time-division multiplex hierarchy.

“Digital Signal Level 1” or **“DS1”** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, **DS1** is the initial level of multiplexing.

“Digital Signal Level 3” or **“DS3”** means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, **DS3** is defined as the third level of multiplexing.

“Disclosing Party” is as defined in **Section 20.1.1**.

“Dispute” is as defined in **Section 27.3**.

“Disputed Amounts” is as defined in **Section 27.2.1.**

“Documentation of Authorization” is as defined in **Schedule 10.11.1.**

“DSL” means Digital Subscriber **Line.**

“Effective Date” is the date indicated in the Preamble.

“Emergency Services” mean police, fire, ambulance, rescue and medical services.

“E9-1-1” or **“Enhanced 9-1-1 (E9-1-1) Service”** provides completion of 9-1-1 calls via dedicated **trunking** facilities and includes Automatic Number Identification (**ANI**), Automatic Location Identification (**ALI**) and/or Selective Routing (SR).

“equal in quality” is as defined in **Section 3.6.**

“Exchange Access” is As Defined in the Act.

“Exchange Area” means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

“Exchange Message Record” or **“EMR”** means the standard used for exchange of **Telecommunications** message **information** among Telecommunications providers for **billable, non-billable, sample, settlement and study data**. EMR format is contained in **Bellcore Practice BR-010-200-010CRIS** Exchange Message Record.

“FCC” means the Federal Communications Commission.

“Fiber-Meet” means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.

“Force Majeure Event” is as defined in **Section 29.5.**

“Forecast Provider” is as defined in **Section 19.5.3.**

“Grandfathered Services” is as defined in **Section 10.3.1.**

“Hazardous Substances” is as defined in **Section 19.4.**

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“HDSL” or “High-Bit Rate Digital Subscriber Line” means a transmission technology which transmits up to a **DS1-level** signal, using any one of the following line codes: 2 Binary / 1 Quaternary (**“2B1Q”**), Carrierless AM/PM, Discrete Multitone (**“DMT”**), or 3 Binary / 1 Octel (**“3B1O”**).

“Implementation Plan” is as defined in Section 18.2.

“Implementation Team” is as defined in Section 18.1.

“Incumbent Local Exchange Carrier” or **“ILEC”** is As Defined in the Act.
“Information Service” is As Defined in the Act.

“Information Service Traffic” means **Local Traffic** or **IntraLATA Toll Traffic** which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party’s Information Services platform (e.g., 976).

“Initial Term” is as defined in Section 21.1.

“insufficient Capacity” is as defined in Section 161.2.

“Integrated Digital Loop Carrier” means a subscriber **loop** carrier system that is **twenty-four (24)** local **Loop** transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a **DS1** level.

“Integrated Services Digital Network” or **“ISDN”** means a switched network service that provides end-to-end digital connectivity for the **simultaneous** transmission of voice and data. Basic Rate Interface-ISDN (**BRI-ISDN**) provides **for** a digital **transmission of** two 64 Kbps bearer **channels** and one 16 Kbps data channel (**2B+D**).

“Intellectual Property” means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

“Interconnection” is As Defined in the Act.

“Interconnection Activation Date” is as defined in Section 2.1.

“Interexchange Carrier” or **“IXC”** means a carrier that provides **interLATA** or **intraLATA** Telephone Toll Services.

“Interim Telecommunications Number Portability” or **“INP”** is as described in the Act.

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“InterLATA” is As Defined in the Act.

“IntraLATA Toll Traffic” means all **intraLATA** calls other than Local **Traffic** calls.

“ISP” is as defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-1 58.

“Line Information Database(s) (LIDB)” means one or all, as the context may require, of the Line Information Databases owned individually by **ILECs** and other entities which provide, among other things, calling card validation functionality for telephone **line** number cards issued by **ILECs** and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed **number screening**.

“Listing Update(s)” means information with **respect** to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For customers whose telephone service has changed since the last **furnished** Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer **in** a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to Requesting Carrier without change of address, Listing Updates shall also include the Customer’s former listed telephone number and former LEC, if available. Similarly, in the case of **Customers** who have transferred service from Requesting Carrier to another LEC, Listing Updates shall also include the Customer’s referral telephone number and new LEC, if available.

“Local Access and Transport Area” or **“LATA”** is As Defined in the Act.

“Local Exchange Carrier” or **“LEC”** is As Defined in the Act.

“Local Loop Transmission,” “Unbundled Local Loop” or **“Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at a Customer’s premises to the Main Distribution Frame or other designated **frame** or panel in the **Ameritech** Serving Wire Center. Loops are **defined** by the **electrical interface** rather than the type of facility used.

“Local Number Portability” means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching **from** one Telecommunications **Carrier** to another.

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“Local Traffic” means a call the distance of which is fifteen (15) miles or less as calculated by using the V&H coordinates of the originating **NXX** and the V&H coordinates of the terminating NXX or as otherwise determined by the FCC or Commission for purposes of Reciprocal Compensation; provided, that in no event shall a Local Traffic call be greater than fifteen (15) miles as so calculated; provided, further, that in no event shall Local Traffic include any traffic originated on a Party’s physical switch, is transported and handed off to the other Party and then routed/delivered to an ISP Server.

“Logical Trunk Groups” are trunks established consistent with Articles IV and V that originate at one Party’s Central Office and terminate at the other Party’s Tandem or End **Office**. Such Logical Trunk Groups are switched only at the point where such Logical Trunk Groups terminate.

“Loss” or **“Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).

“Main Distribution Frame” means the distribution frame of the Party providing the Loop used to interconnect cable pairs and **line** and trunk equipment **terminals** on a switching system.

“Make-Ready Work” means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate Requesting Carrier’s Attachments.

“MECAB” refers to the Multiple Exchange Carrier Access Billing (**MECAB**) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (**ATIS**). The **MECAB** document published by **Bellcore** as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more **LECs**, or by one LEC in two or more states within a single LATA.

“Meet-Point Billing” means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

“Multiple Bill/Single Tariff” means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

“Network Element” is As Defined in the Act.

“Non-Electronic Order” is as defined in Section 10.13.2(b).

“North American Numbering Plan” or **“NANP”** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The **NANP** format is a **10-digit number** that consists of a **3-digit** NPA code (commonly referred to as the area code), followed by a **3-digit** NXX code and **4-digit line** number.

“Number Portability” is As Defined in the Act.

“NXX” means the three-digit code which appears as the **first three** digits of a seven-digit telephone number.

“OBF” means the Ordering and Billing Forum (OBF), **which** functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions(ATIS).

“Occupancy Date” is as defined in Section 12.12.2(e).

“Optical Line Terminating Multiplexor” or **“OLTM”** is as defined in Section 3.3.

“Party” means either Ameritech or Requesting Carrier, and **“Parties”** means Ameritech and Requesting Carrier.

“Physical Collocation” is As Defined in the Act.

“PIC” is as defined in Section 10.11.4.

“Plan” is as defined in Section 8.1.

“Premises” is As Defined in the Act.

“Preparation Charges” means those charges applicable to the preparation of Ameritech’s Premises for Collocation, including any Central Office Build-Out (COBO) charges, cage enclosure charges and extraordinary charges.

“Primary Listing” means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an **available** time among a series of lines shall be considered a single Customer entitled to a single primary listing. Ameritech will publish the Primary Listing of Requesting Carrier’s Wireless Customers’ listing at no charge provided that Wireless Customer’s listing **NPA/NXX** and service address fall within an identifiable Ameritech exchange. If the Customer’s listing **NPA/NXX** and service address does not fall within an identifiable **Ameritech** exchange, Requesting Carrier will pay the applicable white page directory rate for that Primary Listing as well as all other Listings in addition to the Primary Listing. For resold **Centrex Service**,

Ameritech will **furnish** one (1) Primary Listing for each resold **Centrex** System. For other resold services, **Ameritech** will **furnish** Primary Listings, if any, as described in the applicable tariffs or Ameritech Catalog.

“Proprietary Information” is as defined in Section 20.1.1.

“Provisioning EI” is as defined in Section 10.13.2(a).

“Public Safety Answering Point” or **“PSAP”** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or **Secondary**, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

“Publisher” means Ameritech’s White Pages Directories publisher.

“Rate Center” means the specific geographic point which **has** been designated by a given LEC as **being** associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center **is** the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the **boundaries** of an Exchange Area as defined by the Commission.

“Receiving Party” is as defined in Section 20.1.1.

“Reciprocal Compensation” is As Described in the Act.

“Referral Announcement” is as defined in Article XVII.

“Renewal Term” is as defined in Section 21.1.

“Requesting Carrier Directory Customer” is as defined in Section 15.1.

“Resale Implementation Questionnaire” means that certain document that contains Requesting Carrier **information** that allows Ameritech to populate its systems and tables so that Requesting **Carrier** can be established in Ameritech’s internal system, a copy of which has been provided to Requesting Carrier.

“Resale Services” is as defined in Section 10.1.

“Resale Tariff” means individually and collectively the effective tariff or tariffs filed by Ameritech with the Commission that sets forth certain relevant terms and conditions relating to Ameritech’s resale of certain local exchange Telecommunications Services within the Territory, including the applicable provisions of ICC No. 20, Part 22 and ICC No. 19, Part 22.

“Routing Point” means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to **calculate** mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to **Belcore** Practice BR 795-100-100 (the “RP Practice”), the Routing Point (referred to as the **“Rating Point”** in such RP Practice) may be an End **Office** Switch location, or a **“LEC Consortium Point of Interconnection”**. Pursuant to such RP Practice, each **“LEC Consortium Point of Interconnection”** shall be designated by a common language location identifier (CLLI) code **with (x)KD** in positions 9, 10 and 11, where (x) may be any **alphanumeric** A-Z or O-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and **separate** Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

“Selective Routing” or **“SR”** means an **E9-1-1** feature that routes an **E9-1-1** call from a Control Office to the designated Primary PSAP based upon the identified number of the **calling party**.

“Service Agency” means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, **fire** fighting, medical or other emergency services, which has requested the local telephone company to provide an **E9-1-1** Telecommunications Service for the purpose of voice-reporting emergencies by the public.

“Service Control Point” or **“SCP”** is As Defined in the Act.

“Service Line” means a **telecommunications** link **from** the Central Office terminating at the PSAP.

“Service Start Date” means the later of the following: (i) the date after which Requesting Carrier has been certified as a LEC by the Commission and is authorized in the state of **Illinois** to provide the local Telephone Exchange Services contemplated under this Agreement (ii) the date Requesting Carrier has completed and delivered to Ameritech the Resale Implementation Questionnaire and Ameritech has populated its billing systems with the information contained therein and (iii) the date on which the Parties mutually agree that Ameritech shall begin to provision services in accordance with the terms and conditions of this

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Agreement or (iv) the date on which (x) the Commission approves this Agreement under Section 252(e) of the Act or (y) absent such Commission approval, this Agreement is deemed approved under 252(e)(4) of the Act.

“Serving Wire Center” means the Ameritech Wire Center which would normally serve the Customer location with Ameritech’s basic exchange service.

“Signal Transfer Point” or **“STP”** is As Defined in the Act.

“Sunsetted Services” is as defined in Section 10.3.2.

“Switched Access Detail Usage Data” means a category **1101XX** record as defined in the EMR **Bellcore** Practice BR 010-200-010.

“Switched Access Summary Usage Data” means a category **1150XX** record as defined in the EMR **Bellcore** Practice BR 010-200-010.

“Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, **800/888** access, and 900 access and their successors or similar Switched Exchange Access Services.

“Synchronous Optical Network” or **“SONET”** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is **5 1.84 Mbps (OC-1/STS-1)** and higher rates are direct multiples of the base rate, up to 13.22 Gpbs. As additional rates are developed for retail or access services and as industry standards become available, the maximum speed available under this Agreement may increase upon **mutual** agreement of the Parties.

“Technical Reference Schedule” is the list of technical references set forth in Schedule 2.3.

“technically feasible point” is As Described in the Act.

“Telecommunications” is As Defined in the Act.

“Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

“Telecommunications Assistance Program” means any means-tested or **subsidized** Telecommunications Service offering, including Lifeline, that is offered only to a **specific** category of subscribers.

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

“Telephone Exchange Service” is As Defined in the Act.

“Telephone Relay Service” means a service provided to speech and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient’s response to the speech or hearing-impaired caller.

“Telephone Toll Service” is As Defined in the Act.

“Unauthorized Switching” is as defined in **Section 10.11.2(a)**.

“UNE Remand Order” means the Third Report and Order and Fourth Further Notice of Proposed Rulemaking: In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. November 5, 1999, as modified by the supplemental Order, rel. November 24, 1999.

“Unused Space” means any space (i) existing in Ameritech’s Premises at the time of a Collocation request, (ii) that is not subject to a valid space reservation (by Ameritech or any third party), (iii) that is not being used by Ameritech for a purpose other than to house its network facilities (e.g., utilized administrative space (including **offices**, common areas, conference rooms, reasonable storage and etc.) bathrooms, hallways (ingress and egress), and etc.), and (iv) on or in which the placement of any equipment or network facilities (Ameritech’s or Requesting Carrier’s) would not (x) violate any local or state law, rule or **ordinance** (e.g., fire, OSHA or zoning) or technical standards (performance or safety) or **(y)** void Ameritech’s warranty on proximate equipment.

“Virtual Collocation” is As Defined in the Act.

“White Pages Directories” means **directories** or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

“Wire Center” means the Premises of a Party at which all Local Loops within a defined geographic area are converged. Such Local Loops may be served by one (1) or more Central Office Switches within such Premises.

**SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
Illinois**

1. Interconnection

“
”

LATA	Ameritech		Requesting Carrier Interconnection Central Office (RICO)	Interconnection Activation Date*
	Interconnection Central Office (AICO)			

“
”

2. Access to unbundled Network Elements.

358	CHCGILWB	Complete
358	JOLTILJW	12/99
358	MOLNILML	12/99

* Notwithstanding anything **contrary** in this Agreement, compliance with the Interconnection Activation Dates **shall be** subject to the requirements of **Section 3.4.3** and any Requesting Carrier Delaying Event.

SCHEDULE 2.2

BONA FIDE REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech provide: (a) **Interconnection** or access to an unbundled Network Element not otherwise provided hereunder at the time of such request; or (b) a customized service for features, capabilities, functionalities of an unbundled Network Element not otherwise provided hereunder at the time of such request.

2. A **Bona Fide Request** shall be submitted in writing on the Bona Fide Request Form attached hereto as Attachment 1 and, if applicable, shall include Requesting **Carrier's** \$2,000 deposit described in Section 6.

3. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the Bona Fide Request.

4. Within **thirty (30) days (the "Preliminary Analysis Period")** of its receipt of all information **required** to be provided on the Bona Fide Request Form, Ameritech shall provide to Requesting Carrier a preliminary analysis (the "**Preliminary Analysis**") of such Interconnection, access to such Network Element or customized feature, capability or functionality that is the subject of the Bona Fide Request. The Preliminary Analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element or customized service or will provide a detailed explanation that access to **such Interconnection**, Network Element or customized service is not technically feasible **and/or** that the request is not required to be provided under the Act. If Ameritech determines that the requested Interconnection, access to the Network Element or customized service that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide Requesting Carrier a price quote and estimated availability date for such development ("**Bona Fide Request Quote**"). Ameritech shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than one hundred twenty (120) days from the date Ameritech received such Bona Fide Request.

5. Within thirty (30) Business Days of its receipt of the Bona Fide Request Quote, the Requesting Carrier must either **confirm** its order pursuant to the Bona Fide Request Quote or, if it believes such quote is inconsistent with the requirements of the Act, exercise its rights under Section 27.3.

6. When submitting a Bona Fide Request, Requesting Carrier has two options to compensate Ameritech for its costs incurred to complete the Preliminary Analysis of the Bona Fide Request during the Preliminary Analysis Period. Requesting Carrier may either:

- (a). Include a \$2,000 deposit to cover Ameritech's preliminary evaluation costs and Ameritech **will** guarantee that the **preliminary** evaluation costs incurred during the **Preliminary** Analysis Period will not exceed \$2,000, or
- (b). Not make any deposit and pay the total preliminary evaluation costs incurred by Ameritech during the Preliminary Analysis Period.

Should Ameritech not be able to process the Bona Fide Request or determine that the request does not qualify for Bona Fide Request treatment, Ameritech will **return** the \$2,000 deposit to Requesting Carrier. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of Requesting Carrier, either be **refunded** or credited toward additional development costs authorized by Requesting Carrier.

7. Requesting Carrier may cancel a Bona Fide Request at any time, but shall pay Ameritech's reasonable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.

8. Unless Requesting **Carrier** agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

9. If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under Section 27.3.

FORM OF
BONA FIDE BEQUEST FORM

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail Address)

2) Technical description of the requested Interconnection, access to an unbundled network element, dialing parity arrangement, collocation arrangement or service (the “Request”) (use additional sheets of paper, if necessary).

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- 3) Is the Request a modification of (i) existing services or (ii) existing access to an unbundled network element? If so, please explain the modification and describe the existing services or element(s) or indicate its **name**.

- 4) Is the Request currently available from Ameritech or any other source? If yes, please provide **source's** name (including Ameritech) and the name of the offering (e.g., service, access to unbundled network element or etc.).

- 5) Is there anything custom or specific about the manner that you would like this Request to operate?

- 6) If possible, please include a drawing or illustration of how you would **like** the Request to operate and/or interface with Ameritech's network, premises or other facilities.

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- 7) Please describe the expected location life, if applicable, of the Request (i.e., period of time you will use it). Do you view this as a temporary or long range arrangement?

- 8) If you wish to submit this information on a non-disclosure basis, please indicate so here. If non-disclosure is requested, properly identify any Information you consider confidential, if and as required by Article XX of your applicable Interconnection Agreement.

- 9) List the specific Central **Offices and/or** Wire Centers **or** other points of Interconnection or access where you want the Request deployed (use additional sheets of paper, if **necessary**).

- 10) What is the expected demand of the Request for each location (e.g., estimated number of customers, subscriber lines, number of units to be ordered)?

Location

Estimate of demand/units

- 11) What are the pricing assumptions? In order to potentially obtain lower non-recurring or recurring charges, you may specify quantity and/or term commitments you are willing to make. Please provide any price/quantity forecast indicating one or more desired pricing points (use additional sheets, if necessary).

- 12) Please indicate any other **information** that **could** assist Ameritech to evaluate your Request (use additional sheets of paper, if necessary).

- 13) Please classify the nature of your Request (Check one).

☐ Request for Interconnection.

☒ Request for access to an unbundled network that is not **currently** provided to you.

☐ Request for Collocation where there is no space available for either Physical Collocation or Virtual Collocation in the requested Ameritech **Central Office**.

☐ Request for a new or custom dialing parity arrangement.

☐ New service or capability that does not fit into any of the above categories.

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- 14) What problem **or** issue do you wish to solve? If your Request were unavailable, how would it impair your ability to provide service?

- 15) Preliminary analysis cost payment option (Check one).

- ☐ \$2000 deposit included with Request; provided, that the responsibility of [Requesting Carrier] for Ameritech's costs for Ameritech's Preliminary Analysis shall not exceed this deposit.
- ☐ No deposit is-made and [Requesting Carrier] agrees to pay Ameritech's total Preliminary Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

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By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this Request, including costs to analyze, develop, provision, and price the Request, up to and including the date the Ameritech BFR **Manager** receives our **written** cancellation. [Requesting Carrier] also agrees to compensate Ameritech for any **costs** incurred by Ameritech if [Requesting Carrier] fails to authorize Ameritech to proceed with development of the Request within 30 days of receipt of the **30-day** notification, or Requesting Carrier fails to order the Request within 30 days, in accordance with the final product quotation.

[Requesting Carrier]

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

Unbundled Local Network Elements

Unbundled Local Loop Transmission

Bellcore TA-NWT-000393

ANSI **T1.413-1995** Specifications, updated (1998) Issue 2

AM TR-TMO-000122

AM TR-TMO-000123

Bellcore TR-NWT-000393

ANSI **T1.102-1993**, American National Standard for Telecommunication - Digital Hierarchy - Electrical Interfaces

Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7

ANSI TIE1 Committee Technical report **Number 28**

ANSI **T1.601-1998** for ISDN.

Interoffice Transmission Facilities

AM TR-NIS-000111

AM RT-NIS 000133

ANSI **T1.101-1994**, American National Standard for **Telecommunications** - Synchronization Interface Standard Performance and Availability

ANSI **T1.102-1993**, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces

ANSI **T1.105-1995**, American National Standard for Telecommunications - Synchronous Optical Network (**SONET**) - Basic Description **including** Multiplex Structure, Rates and Formats

ANSI **T1.105.01-1995**, American National Standard for **Telecommunications** - Synchronous Optical Network (**SONET**) - Automatic Protection Switching

ANSI **T1.105.02-1995**, American National Standard for Telecommunications - Synchronous Optical Network (**SONET**) - Payload Mappings

ANSI **T1.105.03-1994**, American National Standard for Telecommunications - Synchronous Optical Network (**SONET**) - Jitter at Network Interfaces

ANSI **T1.105.03a-1995**, American National Standard for Telecommunications - Synchronous Optical Network (**SONET**): Jitter at Network Interfaces - **DS1** Supplement

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- ANSI **T1.105.04-1995**, American National Standard for **Telecommunications** - Synchronous **Optical** Network (**SONET**) - Data Communication **Channel** Protocols and Architectures
- ANSI **T1. 105.05-1994**, American National Standard for Telecommunications - Synchronous Optical Network (**SONET**) - Tandem Connection
- ANSI **T1.106-1988**, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)
- ANSI **T1.107-1988**, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications
- ANSI **T1.107a-1990**, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (**DS3** Format Applications)
- ANSI **T1.107b-1991**, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications
- ANSI **T1.117-1991**, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (**SONET**) (Single Mode - Short Reach)
- ANSI **T1.119-1994**, American National Standard for Telecommunications - Synchronous Optical Network (**SONET**) - Operations, Administration, Maintenance, and Provisioning (**OAM&P**) Communications
- ANSI **T1.119.01-1995**, American National Standard for Telecommunications - Synchronous Optical Network (**SONET**) - Operations, Administration, Maintenance, and Provisioning (**OAM&P**) Communications Protection Switching Fragment
- ANSI **T1.119.02-199x**, American National Standard for Telecommunications - Synchronous Optical Network (**SONET**) - Operations, Administration, Maintenance, and Provisioning (**OAM&P**) Communications Performance Monitoring Fragment
- ANSI **T1.231-1993**, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring
- ANSI **T1.403-1989**, Carrier to Customer Installation, **DS1** Metallic Interface Specification
- ANSI **T1.404-1994**, Network-to-Customer Installation - **DS3** Metallic Interface Specification
- Bellcore** FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements
- Bellcore** **GR-820-CORE**, Generic Transmission Surveillance: **DS1 & DS3** Performance
- Bellcore** GR-253-CORE, Synchronous Optical Network Systems (**SONET**); Common Generic Criteria
- Bellcore** **TR-NWT** 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)
- Bellcore** TR-NWT-000776, Network Interface Description for ISDN Customer Access

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Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

Performance Standards

Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems

Bellcore TR-NWT-000057, Issue 2, **January** 1993, Functional Criteria for Digital Loop Carriers Systems

Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems

Bellcore TR-NWT-000505, Issue 3 , May 1991, LSSGR Section 5, Call Processing

Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria

ANSI T1.105-1995

Interconnection

Tnmking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User **Part** (ISDNUP), Bellcore, February, 1994

FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition

ANSI T1.111

ANSI T1.112

ANSI T1.113

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network **Interconnection**, Message Transfer Part(**MTP**), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service

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Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services

Bellcore GR-1432-CORE, CCS Network **Interface** Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI **T1.110-1992**, American National Standard Telecommunications • Signaling System Number 7 (SS7) • General Information;

ANSI T1.111-1992, American National Standard for Telecommunications • Signaling System Number 7 (SS7) • Message Transfer Part (MTP)

ANSI **T1.111A-1994**, American National Standard for Telecommunications • Signaling System Number 7 (SS7) • Message Transfer Part (MTP) Supplement

ANSI **T1.112-1992**, American National Standard for Telecommunications • Signaling System Number 7 (SS7) • Signaling Connection Control Part (SCCP)

ANSI **T1.113-1995**, American National Standard for Telecommunications • Signaling System Number 7 (SS7) • Integrated Services Digital Network (**ISDN**) User Part

ANSI **T1.114-1992**, American National Standard for Telecommunications • Signaling System Number 7 (SS7) • Transaction Capabilities Application Part (TCAP)

ANSI T1.115-1990, American National Standard for Telecommunications • Signaling System Number 7 (SS7) • Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications • Signaling System Number 7 (SS7) • Operations, Maintenance and Administration Part (**OMAP**)

ANSI T1.118-1992, American National Standard for Telecommunications • Signaling System Number 7 (SS7) • Intermediate Signaling Network Identification (ISNI)

Bellcore GR-905-CORE, Common **Channel** Signaling Network Interface Specification (CCSNIS) Supporting Network **Interconnection**, Message **Transfer** Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-954-CORE, CCS Network Interface **Specification** (CCSNIS) Supporting Line Information Database (LIDB) Service

Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications

Bellcore Standard FR-NWT-000476

ANSI Standard T1.206

Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;

Ameritech Technical Publication TR-NIS-000111, Ameritech OC3, OC12 and **OC48** Service Interface Specifications; and

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Ameritech Technical Publication AM-TR-NIS-000133, Ameritech OC3, OC12 and OC48
Dedicated Ring Service Interface Specifications.

Collocation

Bellcore Network Equipment Building Systems (**NEBS**) standards TR-EOP-000063
National Electrical Code (**NEC**) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and
Cable Distribution, Issue 2 (Bellcore, **January** 1989)
TR-EOP-000063, Network Equipment-Building System (**NEBS**) Generic Equipment
Requirements, Issue 3, March 1988
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of
LSSGR, **FR-NWT-000064**), Issue 1 (Bellcore, December 1991)
TR-NWT-001275 Central **Office** Environment Installations/Removal Generic
Requirements, Issue 1, January 1993
Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for
Type Test of Class 1 E Electrical Cables, Field Splices, and Connections for
Nuclear Power Generating Stations
National Electrical Code (**NEC**) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and
Cable Distribution, **Issue 2** (Bellcore, **January** 1989)
TR-EOP-000063, Network Equipment-Building System (**NEBS**) Generic Equipment
Requirements, Issue 3, March 1988
TR-EOP-000151, Generic Requirements **for 24-, 48-, 130- and 140-** Volt Central Office
Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)
TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1
(Bellcore, **June** 1985)
TR-NWT-000154, General Requirements for **24-, 48-, 130-, and 140-** Volt Central Office
Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, **January** 1992)
TR-NWT-000295, Isolated Ground Planes: **Definition** and Application to Telephone
Central Offices, Issue 2 (Bellcore, July 1992)
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of
LSSGR, **FR-NWT-000064**), Issue 1 (Bellcore, December 1991)
TR-NWT-001275, Central **Office Environment Installations/Removal** Generic
Requirements, Issue 1, January 1993
Underwriters' Laboratories Standard, UL 94

Lone Term Number Portability (LNP)

TI Technical Requirements No. 1, April **1999**, Technical Requirements for Number
Portability {{SPA}} Operator Services Switching Systems

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- TI Technical Requirements No. 2, April 1999, Technical Requirements for Number Portability {{SPA}} Switching Systems
- TI Technical Requirements No. 3, April 1999, Technical Requirements for **Number** Portability {{SPA}} Database and Global Title Translation
- TI Technical Requirements No. 4, July 1999, **Technical** Requirements for Number Pooling Using **Number** Portability
- ANSI **T1.113-1995**, American National Standard for Telecommunications - Signalling System No. 7 (SS7) - Integrated Services Digital Network (ISDN) User Part
- ANSI **T1.660-1998**, American National Standard for **Telecommunications** {{SPA}} Signalling System No. 7 (SS7) - Call Completion to a Portable Number - Integrated Text
- ANSI **T1.667-1999**, American National Standard for Telecommunications - Intelligent Network

SCHEDULE 3.8**INTERCONNECTION PERFORMANCE BENCHMARKS**

1.0 Trunk Provisioning Intervals

1.1	Number of End Office <u>Trunks Per Order Per Day</u>	<u>Interval</u>
	1-48	14 days
	49-96	15 days
	97 +	Negotiated
1.2	<u>New Trunk Groups to Tandem(s)</u>	Negotiated

2.0 **Trunking** Grade of Service

Blocking Standards

<u>Traffic Type</u>	<u>Measurement</u>
Exchange Access Final Trunk Group Traffic via Tandems	½ of 1% (0.005)
All Other Final Trunk Group Traffic	1% (0.01)

3.0 Trunk **Restoral**

<u>Type of Outage</u>	<u>Interval</u>
Service Affecting	within 1 hour
Non-Service Affecting	within 24 hours

The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Implementation Team. However, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process to request ~~that~~ the other Party provide such records.

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

- A. Interstate access • Terminating to or originating **from** Requesting Carrier Customers served **from** a Requesting Carrier local exchange End **Office**.

Rate Element	Billing Company
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech / 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech
Entrance Facility	Ameritech

- B. Intrastate access • Terminating to or originating **from** Requesting Carrier Customers served from a Requesting Carrier local exchange End Office.

Rate Element	Billing Company
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech / 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech
Entrance Facility	Ameritech

SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

(Please initial) WEST Requesting Carrier hereby agrees to bill and collect for Ancillary Service Traffic and agrees to comply with the remaining terms and conditions in this **Schedule 7.1**.

1.0 DEFINITIONS

“555” is a service in which Providers offer information services for a fee to Customers who dial a number using the “555” prefix.

“976” is a service in **which** Providers offer audio services for a fee to Customers who dial a number using the “976” prefix.

“Abbreviated Dialing” is a service in which Providers offer information services for a fee to Customers who dial a telephone number with less than seven digits.

“Adjustments” are dollar amounts that are credited to a Customer’s account. The primary reason for an adjustment is typically a Customer denying that the call was made from their telephone.

“Ancillary Services” include, but are not limited to, Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.

“Customer” is the individual or entity placing a call to an Ancillary Service and who thereby agrees to pay a charge associated with placing the call.

“Calling Party Pays Cellular” or **“CPP Cellular”** is a service where a Customer placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

“Calling Party Pays Paging” or **“CPP Paging”** is a service where a Customer placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

“Provider” is the entity which offers an Ancillary Service to a Customer.

“Uncollectibles” are amounts billed to Customers, which after standard **intervals** and application of standard collection procedures, are determined to be impracticable of collection and are written off as bad debt on final accounts. **Uncollectibles** are **recoursed** back to the Provider.

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

In the case where the Ameritech switch generates the **call** information, Ameritech will provide the Requesting Carrier with formatted records for each Ancillary Service billable call in accordance with each provider's requested rates as specified in ~~Exhibit A~~ **Exhibit A** where Requesting Carrier's switch generates the call information, the Requesting Carrier will provide Ameritech with call information **as specified in Exhibit A** for each call on a daily basis. Ameritech will rate the call with each provider's requested rates and return a formatted record to the Requesting Carrier. Requesting Carrier shall **confirm** receipt of such formatted records **within** twenty-four (24) hours of receipt. Requesting Carrier will render bills on behalf of **Ameritech** on Requesting Carrier's bills to Requesting Carrier's Customers in accordance with standard Requesting Carrier's **billing** processes **and** in the format specified in the Ancillary Services Billing and Collection Service Guidelines (**“Guidelines”**). Requesting Carrier must **bill** for all calls using the Ancillary Services when those calls are contained on the formatted record. Requesting **Carrier** shall bill all calls within **thirty** (30) days of receiving the file.

Requesting Carrier must comply with all federal and state requirements applicable to the provision of the Billing Services.

Requesting Carrier will provide Billing Services to Ameritech for the Ancillary Services described in this Agreement and for additional Ancillary Services that may be developed during the term of this Agreement.

2.2 Collection Services

Requesting Carrier will provide collection services in connection with bills rendered by Requesting Carrier (**“Collection Services”**). These Collection Services consist of:

- Collecting payments **remitted** by Requesting Carrier's Customers for calls placed to Ancillary Services billed hereunder;
- Adjusting Customer bills for Ameritech **as set forth in Section 6.0** of this **Schedule 7.1**;

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- Responding to Customer inquiries and disputes;
- Remitting net proceeds to Ameritech, as provided in **Section 5.0** of this **Schedule 7.1**;
- Undertaking prelii collection activity for **delinquent** accounts.

When an account being treated for collection by Requesting **Carrier** remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is terminated, Requesting Carrier may, at its sole discretion, adjust the amount due or declare the account uncollectible and remove the delinquent amount **from** its Customer's bill.

2.3 Administration.

A description of the process flow, record types, and report format for the Settlement process under **this Schedule 7.1** is set forth in the Guidelines.

3.0 COMPENSATION TO REQUESTING CARRIER

Ameritech shall pay for the Billing and Collection Services described herein at the rates set forth in **Exhibit D**.

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

The amount which a Provider elects to charge those who place calls to an Ancillary Service will be at Provider's sole discretion. Ameritech shall provide to Requesting Carrier information concerning Provider's programs, including but not limited to Provider's name, rates, type of program and tax status. The charges for such submitted billable Ancillary Service calls will be shown on the Customer's bill in the format specified in the Guidelines.

5.0 SETTLEMENT WITH REQUESTING CARRIER

The amount due to Ameritech shall be the total of all billable charges submitted to Requesting Carrier, less:

- a. All charges due Requesting Carrier under **Section 3.0** of **this Schedule 7.1**;
- b. Amounts declared Uncollectible as provided in **Section 7.0** of this **Schedule 7.1**;
- c. Adjustments as provided in **Section 6.0** of this **Schedule 7.1**;
- d. Taxes collected from Customer.

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Requesting **Carrier** shall provide Ameritech with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and Customer taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The **monthly** statement is due to Ameritech by the fifth Business Day of every month. Payment amounts owed to Ameritech by Requesting Carrier shall be due within thirty (30) days **from** the date of **the** monthly statement. Late charges on past due amounts shall accrue interest at the rate set forth in **Section 26.4** of this Agreement.

Upon termination of this Agreement for any reason, all sums due to Ameritech hereunder shall be immediately due and payable.

6.0 **ADJUSTMENTS**

Requesting Carrier may remove a disputed charge **from** a Customer's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is given by Requesting Carrier to Ameritech within sixty (60) calendar days from the date of the **message**. The form and procedure of **this** notice is specified in **Exhibit C**.

7.0 **UNCOLLECTIBLES**

Requesting Carrier may recourse to Ameritech an actual uncollectible amount from a Customer's account, provided that notice of the recourse of the uncollectible amount is given by Requesting **Carrier** to Ameritech within one-hundred twenty (120) calendar days from the date of the message. The form and procedure of this notice is specified in **Exhibit C**.

8.0 **TAXES**

8.1 **Taxes Imposed on Services Performed by Requesting Carrier**. Requesting Carrier **shall** be responsible for payment of all **sales**, use or other taxes of a similar nature, including interest and penalties, imposed on Requesting Carrier's performance of Billing and Collection Services under this Agreement.

8.2 **Taxes on Ancillary Services**. Requesting Carrier shall be responsible for applying taxes as determined **by** Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining **what** taxes apply to the service it provides and for notifying Ameritech of those taxes. Ameritech shall notify Requesting Carrier of this information and pursuant to this Agreement Requesting Carrier shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to Ameritech. Requesting Carrier shall identify the amount of taxes and type of taxes, by

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Provider. **Ameritech** shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

9.0 BLOCKING

Requesting Carrier shall comply with all federal **and** state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, **as set forth in Exhibit D.**

EXHIBIT A

Daily Usage Information

Ameritech **will** send daily usage tapes, **in** EMR standard format, to Requesting Carrier containing the following message information for services specified in this Agreement:

- date of the call
- calling number
- called number
- duration of call
- charge for the call excluding taxes
- identity of Provider (**IP's** Pseudo CIC Code as shown on the EMR record, in the CIC Code field, positions 166 and 150-153)

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EXHIBIT B

Requesting Carrier Compensation

Rate **per billed message:**

\$0.03

EXHIBIT C

Provider's Information

Initial Notification:

Ameritech will fax a copy of the 976, **CPP/C, CPP/P** Sponsor and Program List to Requesting Carrier within three (3) business days of receiving the following information. Fax completed page to the Resale Service Center at 1-800-260-5480.

Requesting Carrier	_____
Contact Name	_____
Phone Number	_____
Fax Number	_____
Pager Number	_____
Address	_____
City/State	_____
Zip Code	_____

NOTE: Call the Resale Service Center at 1-800-924-3666 with questions regarding Sponsors and Program Lists.

Updates:

Ameritech will fax to the Requesting Carrier 976, **CPP/C, CPP/P** Program changes, additions and/or deletions as they become available.

EXHIBIT D

General Information on Blocking

- Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- Customers attempting to reach programming **from** accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- Collect and person-to-person calls to **CPP/C** and **CPP/P** are not allowed.
- Calls from WATS, hotel/motel, Ameritech Public/semi-public telephones and lines with Call Blocking will not **be** allowed to 976 service.
- 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- Call Blocking will be provided only where CO facilities permit.
- Call Blocking may not be limited to specific programs.
- Call Blocking does not block calls to other telephone companies' numbers.
- Call Blocking does not block long distance charges.
- Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.
- **The** first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.

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- After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's **line** and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.
- Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established **after first** request.
- On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the Ameritech entity code (R or NBT).
- Blocking must be imposed on those Customers who **refuse** to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

SCHEDULE 7.7.2

OS/DA

Operator Services

A. Definitions - Operator Services consist of the following services.

1. Manual Call Assistance - manual call processing with operator involvement for the following services:
 - a. Calling card - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
 - b. Collect - the Customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
 - c. Third number billed - the Customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.
 - d. Operator assistance - providing local and **intraLATA** operator assistance for the purposes of:
 - 1) assisting Customers requesting help in completing calls or requesting information on how to place calls;
 - 2) handling emergency calls;
 - 3) verifying "no answer" and "busy" ("BLV") conditions for the Customer;
 - 4) interrupting calls in progress for Customer ("BLVI");
 - 5) providing local and **intraLATA** operator assisted call rate information; and
 - 6) handling person to person calls.

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- e. Operator Transfer Service (OTS) - calls in which the Customer dials "0" and is connected to an Ameritech operator and then requests call routing to an IXC subscribing to OTS. The operator will key the **IXC's** digit carrier identification code to route the Customer to the requested **IXC's** point of termination.
- 2. Automated Call Assistance - mechanized call processing without operator involvement for the following services:
 - a. **Merchanized** calling card service (**MCCS**) - the Customer dials 0 and a telephone number, and responds to prompts to complete the billing information
 - b. Ameritech Alternatively Billed Services (AABS) - the Customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Requesting Carrier branding not currently available). Collect, Calling Card and third number calls can be completed.
 - c. Automated coin toll services (ACTS) - ACTS calculates charges, relates the charge to the Requesting Carrier, and monitors coins deposited before **connecting** the 1+ intraLATA call.
- 3. Line Information Database (LIDB) Validation - mechanized queries to a LIDB for billing validation.
- 4. Branding - the ability, when available, to put Requesting Carrier's brand on the front end of an OS call that is directly **trunked** into **Ameritech's** OS switch. "Customer Branding" provides the ability, when available, to put Requesting Carrier's brand on that portion of the OS call going out to the called/billed party.
- B. Rate Application - Ameritech will provide Operator Services and will bill Requesting Carrier the applicable rates on a monthly basis, in accordance with the following methodology:
 - 1. Operator Assistance - operator call occurrences multiplied by the per call rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.

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2. Automated Call Assistance (MCCS, AABS and ACTS) - call occurrences multiplied by the per call occurrence rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
3. LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate, except as provided in B.5. Total validation occurrences shall include all validations whether or not the call is completed.
4. Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (OSCAS). OSCAS utilizes TOPS AMA recordings to produce **monthly** summaries of mechanized and manual call occurrences.
5. If TOPS AMA recordings are lost, destroyed or mutilated due solely to Ameritech's acts or omissions, then Ameritech may not bill Requesting Carrier for those calls for which there are no records. However, if within ninety (90) days, actual data should become available, Ameritech may bill and Requesting Carrier **agrees** to be responsible for those calls using actual data.

C. Rate Table

See Item I of ~~the~~ Pricing Schedule.

Directory Assistance

A. Definition - Directory Assistance service shall consist of ~~the~~ following services.

1. Home NPA Directory Assistance - those calls in which the Customer dials "**1+411**", "**411**", "**1+555-1212**" or "**555-1212**" or "**1+Area Code +555-1212**" or such **other** numbers as designed by Requesting Carrier to obtain Directory Assistance for local numbers located within its **NPA**.¹
2. Information Call Completion - provides a Customer who has accessed the Directory Assistance service and has received a number **from** the Audio Response Unit (**ARU**), the option of having the call completed by pressing a specific digit on a touch tone telephone.

¹ Calls defined herein by dialing arrangement shall remain subject to this Agreement if such dialing arrangements change during the Term, unless such change makes service technically or economically impracticable.

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3. Branding - the ability to put messages on the front end of a DA call **that** is directly **trunked** into **Ameritech's** DA switch.
- B. Rate Table • See Item I of the Pricing Schedule

SCHEDULE 9.2.1

LOCAL LOOPS

Subject to **Section 1.1** of **Schedule 9.5**, Ameritech **shall** allow Requesting Carrier access to the Unbundled Local Loop types described on this **Schedule 9.2.1** unbundled from Local Switching and Interoffice Transmission Facilities.

“2-Wire Analog Voice Grade Unbundled Local Loop” or **“Analog 2W”** supports analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start **seizure** and disconnect in one direction (toward the End **Office** Switch), and repeat ringing in the other direction (toward the Customer) and terminates in a **2-Wire** interface at the MDF in the Ameritech Serving Wire Center and the Customer premises. Analog 2W are technically sufficient to provide PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in **Technical** Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

“4-Wire Analog Voice Grade Unbundled Local Loop” or **“Analog 4W”** supports transmission of voice grade signals using separate transmit and receive paths and terminates in a **4-wire** electrical interface at both ends. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical Reference AM-TR-TMO-000122, Ameritech Unbundled Analog Loops.

“2-Wire ISDN 160 Kbps Digital Unbundled Local Loop” or **“BRI-ISDN”** supports digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (**2B+D**). BRI-ISDN is a **2B+D** Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) unbundled Loop which meets national ISDN standards and conforms to Technical Reference AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including **ISDN**) and ANSI T1.601-1998 for ISDN.

“2-Wire ADSL-Compatible Unbundled Local Loop” or **“ADSL 2W”** is a transmission path that facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire, non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard **T1.413-1998** non-overlapped mode only per Annex F and AM TR--TMO-000123. An ADSL 2W terminates in a **2-wire** electrical interface at the Customer premises and at the MDF in the **Ameritech** Serving **Wire** Center. ADSL technology can only be deployed **over** Loops which extend less than 18 **Kft.** from Ameritech’s Central **Office**. ADSL 2W are available only where existing copper facilities can meet the ANSI

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T1.413-1998 non-overlapped mode only per Annex F specifications or where existing copper facilities can be conditioned to meet the ANSI **T1.413-1998** non-overlapped mode only per Annex F specifications.

“2-Wire HDSL-Compatible Unbundled Local Loop” or **“HDSL 2W”** is a transmission path that facilitates the transmission of a 768 Kbps digital signal over a 2-Wire, non-loaded twisted copper pair meeting the specifications in ITU Rec. G.991.1. HDSL 2W are available only where existing copper facilities can meet the ITU Rec. G.991.1 and **AM-TR-TMO-000123** specifications or where existing copper facilities can be conditioned to meet the applicable technical standards.

“4-Wire HDSL-Compatible Unbundled Local Loop” or **“HDSL 4W”** is a transmission path that facilitates the transmission of a 1.544 Mbps digital signal over two **2-Wire**, non-loaded twisted copper pairs meeting the specifications in ITU Rec. G.991.1 and AM TR-TMO-000123. HDSL 4W are available only where existing copper facilities can meet the ITU Rec. G.991.1 or where existing copper facilities can be conditioned to meet the applicable technical standards.

“4-Wire 64 Kbps Compatible Digital Unbundled Local Loop” or **“4-Wire 64 Digital”** is a transmission path that supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in Ameritech’s Serving Wire Center. 4-Wire 64 Digital will be provided in accordance with the specifications, interfaces and parameters described in **AM-TR-TMO-000123**.

“4-Wire 1.544 Mbps DS-1 Compatible Digital Unbundled Local Loop” or **“1.544 Mbps Digital”** is a transmission path that supports transmission of digital signals of up to a maximum binary information rate of 1.544 Mbps and terminates in a **4-Wire** electrical interface at the Customer premises and on the DSX frame in Ameritech’s Serving Wire Center. 1.544 Mbps Digital will be provided in accordance with the specifications, interfaces and parameters described in AM-TR-TMO-00123.

SCHEDULE 9.2.2

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, used to provide Telecommunications Services between Central **Offices** owned by Ameritech **or** between Central Offices owned by Ameritech and Requesting Carrier, as provided on this **Schedule 9.2.2.**

1. Subject to **Section 1.4** below, Ameritech shall make available to Requesting Carrier access to the following types of unbundled Interoffice Transmission Facilities:

1.1. Unbundled Dedicated **Interoffice** Transmission Facilities (“**Dedicated Transport**”) are dedicated facilities connecting two Ameritech Central **Offices** that utilize Ameritech transmission equipment and that provide Requesting Carrier exclusive use of such facilities. In each Central Office, Requesting Carrier will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Central Office. Requesting Carrier may combine this facility with other unbundled Network Elements it purchases from Ameritech. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2. “**Unbundled dedicated entrance facility**” is a dedicated facility connecting (i) Ameritech’s transmission equipment in the Ameritech Central Office in the Serving Wire Center with Requesting Carrier’s transmission equipment in Requesting Carrier’s Central Office and (ii) Ameritech’s transmission equipment in an Ameritech Central **Office** in the Serving Wire Center with Carrier’s transmission equipment designated by the Requesting Carrier in an IXC POP, in each case for the purposes of providing Telecommunications Services.

1.3. Unbundled Shared **Interoffice** Transmission Facilities (“**Shared Transport**”) is a billing arrangement that provides Requesting Carrier nonexclusive use of the features, functions and capabilities of Interoffice Transmission Facilities: (i) between a Requesting Carrier-designated Ameritech End Office Switch and the Ameritech Tandem Switch which that End Office Switch subtends and (ii) which are shared by more than one Customer or carrier.

1.4. Ameritech shall be required to make available to Requesting Carrier access to unbundled Interoffice Transmission Facilities (i) between its End Offices, and (ii) between any of its Central Offices and (x) Requesting Carrier’s Central **Offices** or (y) any other third party’s Central **Offices**, only where such **interoffice** facilities exist at the time of Requesting Carrier’s request.